

Exhibit H

Subject: RE: Termination Notice

From: <appreview@apple.com>

Date: Fri, Aug 28, 2020, 2:40 PM

Subject: Termination Notice

To: <appleid-games@epicgames.com>



Hello Epic Games, Inc.,

This letter serves as notice of termination of the Apple Developer Program License Agreement (the “ADP Agreement”) and the Apple Developer Agreement (the “Developer Agreement”) between Epic Games, Inc. (“you”) and Apple effective immediately pursuant to the terms of those agreements, respectively.

Pursuant to Section 3.2(f) of the ADP Agreement, you agreed that you would not “commit any act intended to interfere with the Apple Software or Services, the intent of this Agreement, or Apple’s business practices including, but not limited to, taking actions that may hinder the performance or intended use of the App Store, B2B Program (Apple Business Manager), or the Program.” On August 13, Mr. Sweeney informed Apple that “Epic will no longer adhere to Apple’s payment processing” requirements, and immediately proceeded to activate a previously-undisclosed Epic direct payment function on Fortnite. Thus, you have violated this Section of its ADP with Apple, among others (including the incorporated App Store Review Guidelines).

Apple is exercising its right in Apple’s sole discretion to terminate your status as a registered Apple Developer pursuant to the Apple Developer Agreement and is terminating the Developer Agreement and the ADP Agreement pursuant to their terms. We would like to remind you of your obligations with regard to all software and other confidential information that you obtained from Apple as an Apple developer and under the ADP Agreement. You must promptly cease all use of and destroy such materials and comply with all the other termination obligations set forth in Section 11.3 of the ADP Agreement and Section 10 of the Apple Developer Agreement. Please note that, among others referenced in the agreements, your obligations in Section 7.1 of Schedule 2 to the ADP Agreement survive termination.

This letter is not intended to be a complete statement of the facts regarding this matter, and nothing in this letter should be construed as a waiver of any rights or remedies Apple may have, all of which are hereby reserved. Finally, please note that we will deny your reapplication to the Apple Developer Program for at least a year considering the nature of your acts.

Sincerely,

Apple Inc.